

03-09-2006

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103194826
RECORDING ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

3-7-06

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Dr HF 154
Santa Clara, CA 95054

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 01/13/2006

- Assignment
- Security Agreement
- Merger
- Change of Name

Other **Release**

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: **Matrix Semiconductor, Inc.**

Internal Address

Street Address: **3230 Scott Blvd**

City **Santa Clara**
State **CA**

Country

Zip **95054**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

76/111,989

76/213,728

76/213,730

76/213,729

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

03/08/2006 **DBYRNE** 00000143 76111989

Additional sheets attached? Yes No

01 FC:8521
02 FC:8522

40.00 GP
75.00 DP

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: **Loan Collateral HF154**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 654-4042**

Fax Number: **(408) 654-6313**

Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature. Lana Lowe

Signature

2/3/06

Date

Lana Lowe
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Matrix Semiconductor, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, April 25, 2002 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on June 25, 2002 Reel 002533 , Frame 0712 .

Dated: January 13, 2006

SILICON VALLEY BANK

By: Maribel Higareda
Name: Maribel Higareda
Title: Operations Supervisor

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 25, 2002 by and between SILICON VALLEY BANK ("Bank") and MATRIX SEMICONDUCTOR, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated March 19, 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MATRIX SEMICONDUCTOR, INC.

Address of Grantor:

3230 Scott Blvd.
Santa Clara, CA 95054

Attn: _____

By:

Title: Corporate Counsel

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By:

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description
None

43251/0880
JTK/224290.1

EXHIBIT B

Patents

| Status and Date | Application / Patent Number | Title |
|---|--------------------------------|--|
| Issued: 3/7/2000 Expires: 11/16/2018 | 09/192883 6034882 | Vertically Stacked Field Programmable Nonvolatile Memory and Method of Fabrication |
| Issued: 02/06/2001 Expires: 12/22/2019 | 09/469658 6185122 | Vertically Stacked Field Programmable Nonvolatile Memory and Method of Fabrication |
| Issued: 02/26/2002 Expires: 11/16/2018 | 09/714440 6351406 | Vertically Stacked Field Programmable Nonvolatile Memory and Method of Fabrication |
| Pending Filed on 12/22/2000 | 09/748816 | |
| Pending Filed on 08/24/2001 | 09/939498 | |
| Pending Filed on 08/24/2001 | 09/939431 | |
| Pending Filed on 03/21/2001 | 09/814727 | |
| Pending Filed on 06/29/2001 | 09/897705 | |
| Pending Filed on 08/13/2001 | 09/927642 | |
| Pending Filed on 08/14/2000 | 09/638334 | |
| Pending Filed on 08/14/2000 | 09/638427 | |
| Pending Filed on 08/14/2000 | 09/638428 | |
| Pending Filed on 08/13/2001 | 09/928969 | |
| Pending Filed on 08/14/2000 | 09/638439 | |
| Pending Filed on 08/14/2000 | 09/639577 | |
| Pending Filed on 08/13/2001 | 09/927648 | |
| Pending Filed on 10/26/2001 | 09/983988 | |
| Pending Filed on 02/05/2002 | Not yet available | |
| Pending Filed on 08/14/2000 | 09/639750 | |
| Pending Filed on 12/22/2000 | 09/748589 | |

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JTK/224290.1

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| Pending | | |
| Filed on | 11/30/2000 | 09/727229 |
| Pending | | |
| Filed on | 12/22/2000 | 09/747574 |
| Pending | | |
| Filed on | 12/22/2000 | 09/746204 |
| Pending | | |
| Filed on | 12/22/2000 | 09/746469 |
| Pending | | |
| Filed on | 12/22/2000 | 09/746083 |
| Pending | | |
| Filed on | 12/22/2000 | 09/746341 |
| Pending | | |
| Filed on | 08/24/2001 | 09/939321 |
| Pending | | |
| Filed on | 12/22/2000 | 09/748815 |
| ✓ Pending | | |
| Filed on | 11/15/2001 | 10/002856 |
| Pending | | |
| Filed on | 12/22/2000 | 09/748649 |
| Pending | | |
| Filed on | 02/02/2001 | 09/775939 |
| Pending | | |
| Filed on | 02/02/2001 | 09/775745 |
| Pending | | |
| Filed on | 02/02/2001 | 09/775761 |
| Pending | | |
| Filed on | 08/22/2001 | 09/935862 |
| Pending | | |
| Filed on | 02/02/2001 | 09/775956 |
| Pending | | |
| ✓ Filed on | 11/15/2001 | 10/002268 |
| Pending | | |
| ✓ Filed on | 01/31/2001 | 60/265810 |
| Pending | | |
| Filed on | 02/02/2001 | 09/776000 |
| Pending | | |
| Filed on | 02/02/2001 | 09/776009 |
| Pending | | |
| Filed on | 02/20/2001 | 09/788864 |
| Pending | | |
| Filed on | 03/13/2001 | 09/809878 |
| Pending | | |
| Filed on | 03/16/2001 | 09/809884 |
| Pending | | |
| Filed on | 06/29/2001 | 09/897785 |
| Pending | | |
| Filed on | 06/29/2001 | 09/897771 |
| Pending | | |
| Filed on | 06/29/2001 | 09/897784 |
| Pending | | |
| Filed on | 06/29/2001 | 09/896468 |
| Pending | | |
| Filed on | 06/29/2001 | 09/897704 |

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JTK/224290.1

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| ✓ Pending | | |
| Filed on | 03/21/2001 | 60/277815 |
| Pending | | |
| Filed on | 06/29/2001 | 09/896814 |
| Pending | | |
| ✓ Filed | 03/21/2001 | 60/277794 |
| Pending | | |
| ✓ Filed | 03/21/2001 | 60/277738 |
| Pending | | |
| ✓ Filed on | 03/28/2001 | 60/279855 |
| Pending | | |
| Filed on | 03/30/2001 | 09/823,503 |
| Pending | | |
| Filed on | 03/30/2001 | 09/823489 |
| Pending | | |
| Filed on | 06/08/2001 | 09/878138 |
| Pending | | |
| ✓ Filed on | 12/14/2001 | 10/023468 |
| Pending | | |
| Filed | 04/09/2001 | 60/282790 |
| Pending | | |
| Filed on | 06/08/2001 | 09/877691 |
| Pending | | |
| ✓ Filed | 04/09/2001 | 60/282723 |
| Pending | | |
| Filed on | 05/17/2001 | 09/859282 |
| Pending | | |
| Filed on | 06/08/2001 | 09/877720 |
| Pending | | |
| Filed on | 06/08/2001 | 09/877719 |
| Pending | | |
| Filed on | 06/29/2001 | 09/895960 |
| Pending | | |
| Filed on | 06/29/2001 | 09/896815 |
| Pending | | |
| ✓ Filed on | 07/26/2001 | 60/308330 |
| Pending | | |
| Filed on | 07/30/2001 | 09/918853 |
| Pending | | |
| Filed on | 07/30/2001 | 09/918307 |
| Pending | | |
| ✓ Filed on | 12/20/2001 | 10/027466 |
| Pending | | |
| Filed on | 08/13/2001 | 09/928536 |
| Pending | | |
| Filed on | 08/13/2001 | 09/928975 |
| Pending | | |
| Filed on | 08/13/2001 | 09/928767 |
| Pending | | |
| Filed on | 08/17/2001 | 09/932701 |
| Pending | | |
| Filed on | 08/31/2001 | 09/944613 |
| Pending | | |
| Filed on | 08/31/2001 | 09/943655 |

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JTK/224290.1

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| Pending | | |
| Filed on | 09/25/2001 | 09/961278 |
| Pending | | |
| Filed on | 10/05/2001 | 09/972787 |
| ✓ Pending | | |
| ✓ Filed on | 11/05/2001 | 10/010643 |
| ✓ Pending | | |
| ✓ Filed on | 11/07/2001 | 10/036291 |
| Pending | | |
| ✓ Filed on | 11/06/2001 | 10/045653 |
| Pending | | |
| Filed on | 11/16/2001 | 09/990901 |
| Pending | | |
| Filed on | 11/16/2001 | 09/990894 |
| Pending | | |
| ✓ Filed on | 12/14/2001 | 10/023200 |
| ✓ Pending | | |
| ✓ Filed on | 12/14/2001 | 10/024646 |
| Pending | | |
| ✓ Filed on | 12/14/2001 | 10/024647 |
| ✓ Pending | | |
| ✓ Filed on | 12/14/2001 | 10/023466 |
| Pending | | |
| Filed on | 02/04/2002 | Not yet available |
| Pending | | |
| Filed on | 02/15/2002 | Not yet available |
| ✓ Pending | | |
| ✓ Filed on | 02/19/2002 | 10/079472 |
| Pending | | |
| Filed on | 02/19/2002 | Not yet available |
| Pending | | |
| Filed on | 03/13/2002 | Not yet available |

Foreign cases filed in some of the above matters

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------------------------|---|---|
| Matrix | 76/111,989 | 8/17/2000 |
| Matrix Memory and Design (Memory MM) | 76/213,728 | 2/21/2001 |
| Matrix Logo (Design only) | 76/213,730 | 2/21/2001 |
| Matrix | 76/213,729 | 2/21/2001 |
| Matrix- Japan App. | 2000-090011 | 8/15/2000 |
| Matrix- CTM App. | 001802727 | 8/10/2000 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date